

AGREEMENT  
BETWEEN THE  
CITY OF DES MOINES, IOWA  
AND  
DES MOINES POLICE BARGAINING  
UNIT ASSOCIATION

Effective  
July 1, 2021  
Through  
June 30, 2024



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## **Preamble**

This Agreement entered into by the City of Des Moines, Iowa hereinafter referred to as the “City” and the Des Moines Police Bargaining Unit Association, hereinafter referred to as the “Union” has as its purpose the promotion of harmonious and cooperative relations between the City and the Union.

## **Article I Recognition**

Pursuant to and in accordance with all applicable provisions of the “Public Employment Relations Act” of the State of Iowa, hereinafter referred to as the “Act” and in recognition of the Public Employment Relations Board’s certification of said Des Moines Police Bargaining Unit Association, the City does hereby recognize the Union during the term of this Agreement for all permanent employees of the City included in the “Unit Classifications” as listed in Appendix “A” of this Agreement.

## **Article II Non-Discrimination**

In accordance with applicable City Ordinances, State and Federal Law, the Union and the City agree not to discriminate against any employee on the basis of race, ethnicity, color, age, religion, sex, national origin, sexual orientation, gender identity, and physical and mental disability.

Disputes concerning this Article shall not be processed through the Grievance Procedure in this Agreement, but shall be resolved through other appropriate procedures such as the City’s Internal Complaint Procedure, the Des Moines Human Rights Commission, or the Iowa Civil Rights Commission.

## **Article III Union-Management Relations**

All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the City.

Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties.

## **Article IV Management Rights**

Except as specifically modified by this Agreement, the employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

- (1) Direct the work of its employees.
- (2) Hire, promote, demote, transfer, assign and retain employees in positions within the agency.

- (3) Suspend or discharge employees for proper cause.
- (4) Maintain the efficiency of governmental operations.
- (5) Relieve employees from duty because of lack of work or other legitimate reasons.
- (6) Determine and implement methods, means, assignments and personnel by which City operations are to be conducted.
- (7) Take such actions as may be necessary to carry out the mission of the City government.
- (8) Initiate, prepare, certify and administer its budget.
- (9) Exercise all powers and duties granted to the City by law.

## **Article V Union Representation**

### **Section A. Executive Bargaining Committee**

The Association will appoint a bargaining committee to represent the bargaining unit in all formal negotiations and/or discussions with the City representatives. The Committee shall not exceed six (6) in number and shall be designated by the Association in accordance with the following:

1. President
2. Vice President
3. Secretary
4. Treasurer
5. Chief Union Steward
6. Social Media Administrator

### **Section B. Stewards**

To provide employees with reasonable access to Union representation, the Union may appoint certain employees to serve in the capacity of steward. Said steward may receive, investigate and process complaints or grievances of employees. When the nature of the grievance requires immediate action, i.e., irreparable harm to an employee, stewards may be permitted to leave their regular work area upon request to their supervisor. Such requests shall not be unreasonably denied.

However, if the workload is such that the supervisor must deny the request, the supervisor shall immediately make arrangements to notify the Chief Steward or a member of the bargaining committee of the need for a Union representative. Whenever a steward enters a work area for the purpose of investigating a complaint or grievance, the supervisor of that area must be so notified and informed of the nature of the problem.

Stewards shall suffer no loss of their regular pay for the normal work shift when properly excused by the supervisor. However, such time spent investigating grievances shall be kept reasonable and commensurate with the circumstances with the matter at issue. Normally, such time will not exceed one-half (1/2) hour at the first or second step of the grievance procedure and will normally require the attention of only one (1) steward.

### Section C. Designation

The total number of stewards shall not exceed ten (10) and shall be designated by the Union in accordance with the following:

- (1) One in the Detective Bureau
- (2) One in the Homeland Security Bureau, Airport
- (3) Two in the First Watch Patrol, Patrol Services Bureau
- (4) One in the Second Watch Patrol, Patrol Services Bureau
- (5) Two in the Third Watch Patrol, Patrol Services Bureau
- (6) One in the Vice/Narcotics Section
- (7) One in the Traffic Unit, Patrol Services Bureau
- (8) At-Large

The names of all bargaining committee members and stewards shall be transmitted in writing to the Police Chief and the Human Resources Director. Union representatives may not act in the capacity until the above notifications have been made. Accordingly, all changes in designated representatives must be reported promptly.

Members of the bargaining committee may, upon their written request, be permitted to use "C" time (accumulated or borrowed) to attend regular meetings of the Bargaining Unit. Such requests shall normally be approved unless the temporary loss of personnel would be a serious detriment to the effective operation of the Police Department.

### D. Chief Union Steward Duties

The Chief Union Steward shall be allowed up to three (3) hours of paid time per day to coordinate off duty jobs during their regularly scheduled hours of work so long as it does not bring any unnecessary hardship or duress to the Department. The Chief Union Steward shall perform these duties on-site while on paid-time and be available for police work as directed by his/her supervisor.

The Chief Union Steward shall be placed on special assignment to assist the representative of the command staff to carry out the annual shift bid process on its designated day.

## **Article VI Work Rules**

The employer shall have the right to modify and/or establish such reasonable rules and regulations as may be deemed necessary by the employer for the conduct and management of the affairs by the City. All employees shall comply with the work rules. Any unresolved complaints as to the reasonableness of new or existing work rules, or any complaints involving discrimination in the application of such rules shall be resolved through the grievance procedure.

## **Article VII Hours of Work**

### **Section A. Patrol Services Bureau, Patrol Section**

Each watch will be of ten (10) hours duration and will be scheduled as for roll call street tour and debriefing time.

Example: 2nd watch, roll call at 0600, street tour begins at 0615, end of street tour 1545, end of debriefing time 1600. During the ten (10) hour tour of duty, two fifteen (15) minute coffee breaks and one thirty (30) minute lunch break will be allowed at a mutually agreed time. Compensatory time will accumulate in fifteen (15) minute increments, at which time the member will be given twenty-two and one-half (22-1/2) minutes "C" time.

### **Section B. Other Hours**

This work schedule is applicable to other watches, sections and units that work on a shift basis, and is not to be confused with office employees who are required to work from 0800 to 1700, Monday through Friday and have Saturdays, Sundays and holidays off.

### **Section C. Patrol Shift Bidding**

The annual Patrol Shift Bid Process shall be administered no earlier than the last week of October and no later than the first week of November each year. An announcement shall be made no later than two weeks prior to the Bid Process date.

Officers assigned to the Patrol Services Bureau will indicate their choice for Watch selection, District selection and Day-Off Rotation in writing on a Bid Form. Officers shall complete the form and return to a member of management to be designated annually (Exhibit 2). Officers who fail to complete the Bid Form and return it by the specified date, shall forfeit their Bid selection until the Bid process has reached conclusion, at which time that officer(s) shall be allowed to bid based on seniority for any remaining opening.

The rotations will be filled on the seniority based process. The Bid process will be conducted in the Roll Call Room and will be accessible to all employees. Officers shall indicate their first, second or third choice of rotation on their Bid Form. In the event those preferences cannot be accommodated, the officer will be contacted to make an alternative selection.

Officers shall make themselves available during the Bid Process by personal appearances or by verified phone contact. An officer who is unavailable and cannot be contacted for more than a twenty (20) minute time frame as witnessed by management and Union personnel shall forfeit his/her bid selection and shall be subject to Watch selection and Rotation selection at the end of the Bid Process based on the officer(s) seniority.

Seniority shall be the determining factor to determine Watch selection and Rotations. District assignment selection requests shall be accommodated to the extent practical considering “special duty” assignments and departmental efficiency.

Implementation of the annual Bid Process will be determined to the extent practical with operational efficiency and specified payroll periods and will be announced with the annual Bid Process announcement.

Only employees assigned to Patrol will be allowed to participate in the Bid Process. Employees who wish to return to Patrol from another section or bureau will have submitted a formal written request to their supervisor indicating their request to transfer to Patrol. That employee will be permitted to Bid based on their seniority and compliance with all other rules of the Bid Process, and the effective date of the transfer being on or before the implementation of the current Bid Process.

#### Section D. Airport Section Shift Bid

The annual Airport Section shift bid shall take place the third week of October and will be implemented on the first day of the first pay period of the upcoming calendar year. Only employees assigned to the Airport Section at the time of the annual Airport shift bid process will be allowed to participate. Notice of the annual shift bid will be made no later than two weeks prior to the start of the bid process.

Shift bidding will be based on seniority with the most senior employee (lowest ident number) bidding first. Employees will submit in writing their preferred watch to the commander of the unit using the Airport Section Bid Form (Exhibit 3). The Section Commander and Airport Union Steward will attest to the results of the bid and then post for employee viewing. Employees who fail to timely submit a bid sheet shall forfeit their position based on seniority, and placed at the end of the bid process.

### **Article VIII Overtime**

#### Section A. Definition

Overtime is all time properly authorized and worked in units of one-quarter ( $\frac{1}{4}$ ) hour or more which is in excess of the regularly scheduled hours of work, as described below for an employee.

#### Section B. Procedure

All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. However, when overtime work is required, each employee is expected to be available for such assignments unless excused by the supervisor, due to the personal commitments of the employee.

Permanent employees shall normally be given preference in overtime assignments. In all cases, however, overtime assignments will be made in such a way that the functions of the City service will be most effectively completed. All compensable overtime must be performed at the direction of the Police Chief or his authorized representatives, and overtime credit may be accrued for no other purpose.

For the purpose of computing overtime, vacation, holiday, and injury leave, and earned compensatory time off shall be considered the same as time worked, unless, the overtime work is done for the convenience of and at the request of the employees, in which case, the overtime shall be straight time rate.

The times when compensatory time off may be taken shall be at the discretion of the Police Chief, although the employee's desires shall be given consideration whenever possible. When compensatory time off is ordered by the Police Chief or requested by the employee, reasonable advance notice shall normally be provided.

### Section C. Compensation

Overtime work shall be compensated for in the following manner:

- (1) All clerical, other administrative and office-based employees who work forty (40) hours per week shall receive compensatory time off at time and one-half for work performed in excess of their regular work schedule unless the City Manager in advance of the performance of such work has approved cash payment, therefore, at the rate of time and one-half.
- (2) Employees shall be compensated at the discretion of the Police Chief either by compensatory time at time and one-half or by cash payment (X-Time) at the rate of time and one-half for work performed in excess of their regularly scheduled shift per day and outside their regular work schedule.
  - A. X-Time: X-Time is the time paid to an employee for overtime worked. X-Time will be paid in the following manner:
    1. When an employee is called back to duty
    2. When an employee's work shift is extended more than three (3) hours past their regular shift
    3. When an employee has been instructed to come in and work a previously scheduled day off and has not been given notification thirty-six (36) hours in advance.
    4. On certain specified holidays, in accordance with employee agreements.
    5. At other times when directed by the Chief of Police.
    6. X-Time will not be paid during departmental training periods, nor during periods when travel and/or subsistence costs are being paid by the department.

7. Method of Computing: X-Time will be computed at one and one-half times the time worked under the above conditions. X-Time will be computed at double time on an employee's second and subsequent regularly scheduled day off, and specific holidays as indicated in employee agreements.

- (3) Non-shift employees who are required to work on either a Sunday or Holiday shall be compensated at double-time for the hours actually worked plus their regular holiday pay.

Shift employees who are normally scheduled to work on either Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day shall be compensated at double-time for the hours actually worked plus their holiday pay.

Shift employees who work the second day of their scheduled two days off shall be eligible for double time for the hours actually worked.

If an employee has worked ten (10) consecutive days, any days off canceled shall be compensated at time and one-half for the first scheduled day off and double time for the second scheduled day off. The 36-hour notification shall not apply. An employee shall have at least two consecutive days off before the 36-hour notification period again applies.

- (4) Compensatory Time. Each employee shall be allowed to accumulate at least 80 hours of compensatory time before being required to schedule "C" time off or to receive cash payment for overtime worked.

- (a) An employee may carry 80 hours of accumulated "C" time without being required to take the earned time off. More than 80 hours of "C" time may be carried if authorized by the bureau commander.
- (b) Employees having less than 80 hours of "C" time may opt to receive "C" time for overtime worked in lieu of cash payment when "X" time has been authorized. The employee's desire to receive the "C" time instead of "X" time must be communicated to the supervisor by the employee.
- (c) Employees having accumulated 80 hours or more of "C" time shall receive overtime compensation in the form of "C" time or "X" time at management's discretion.
- (d) Employees may not request "X" time pay when only "C" time pay is authorized, and they may not request "C" time when only "X" time pay is authorized. The final decision rests with the Chief of Police.
- (e) Employees whose "C" time balances exceed 80 hours may be required, at the discretion of their supervisor, to schedule "C" time off to bring their balance back to 80 hours within a reasonable period of time.

- (5) Paid sick leave shall not count as time worked for the purpose of computing overtime. This shall apply only to clerical, administrative and office-based personnel who work a 40-hour per week schedule consisting of five eight-hour days with two days off (5-2). Sick leave shall count as time worked for the purpose of computing overtime for all other bargaining unit employees.

Employees who volunteer to work an overtime assignment will be compensated at time and one-half for the hours actually worked regardless of being otherwise eligible to receive premium compensation such as double-time. Employees who are required to work overtime do so under the provisions of the labor agreement as affected by the above paragraph.

## **Article IX Settlement of Disputes**

### Section A Procedures

The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances must be presented at the first (1st) step of the procedure within ten (10) working days of the incident-giving rise to the complaint.

- Step I. The employee having a specific grievance shall take it first to his/her immediate supervisor. Such supervisor must respond within five (5) working days. Grievances submitted in writing will be answered in writing.
- Step II. If the matter has not been answered or resolved, the employee shall then, within five (5) working days of the receipt of the Step I answer, present the written grievance to his/her section or bureau commander. The section or bureau commander shall respond in writing within ten (10) working days.
- Step III. If the matter has not been answered or resolved, the employee shall then, within ten (10) working days of receipt of Step II answer, present the written grievance to the Police Chief, who shall respond within ten (10) working days.
- Step IV. If the matter has not been answered or resolved, the employee shall then, within ten (10) working days, present the written grievance to the City Manager. He shall respond within twenty (20) working days.
- Step V. If not answered or resolved, the grievance may be submitted to Arbitration within ten (10) working days after the decision in Step No. IV, or if no decision has been timely made, said grievance may be submitted to arbitration by submitting written notice to the City Manager. Such notice shall specify the sections of the rules and regulations and/or the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of arbitrators and, by alternately striking names, an arbitrator will be selected.

## Section B. Limitations

The arbitrator shall not have the power to decide a grievance, which is a matter suitable for submission to the Civil Service Commission. Also, the arbitrator shall be without power to add to, subtract from or modify the terms of this Agreement, nor to make any decision in conflict with the laws of the State of Iowa or the ordinances of the City of Des Moines, Iowa.

The arbitrator's fee and expenses shall be shared equally by the employer and the Union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeals. All written grievances must be signed by the affected employee(s). Employees are entitled to representatives of their own choosing at all steps in the grievance procedure.

When necessary in investigating and settling grievances, employees and their representative, if employees of the City, shall be released from work without loss of pay for a reasonable time provided the supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this article may be extended by mutual agreement.

## **Article X Probationary Period**

All original and promotional appointments shall be subject to serving a probationary period equaling no less than the maximum provided by Iowa law.

- (1) It shall be the responsibility of the Police Chief at any time during the probationary period to reject a probationer if his/her conduct, capacity, moral responsibility, integrity, or work performance is found to be unsatisfactory.
- (2) Termination of an employee during the probationary period results from such recommendation of the Police Chief.
- (3) If action is not taken by the Police Chief to report to the probationary employee that he/she has not qualified for permanent status before the close of business of the last day of the probationary period, the employee shall be considered to have satisfactorily completed the probationary period and have acquired permanent status.
- (4) A permanent employee who vacated a position to accept a probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position.

## **Article XI Performance Appraisals**

### **Section A. Use and Purpose**

It is agreed that an employee performance evaluation as established by the Chief shall be used for the purpose of improving an employee's individual performance, acknowledging an employee's accomplishments, and to provide an opportunity for an employee to improve in a designated area of sub-standard performance.

### **Section B. Procedure**

The parties agree that any evaluation appraisal system used by the City be carried out in a uniform manner. The following are the provisions of this system:

- (1) The Chief of Police shall provide for an annual evaluation of all permanent employees in the department in achieving the standard of work performance required. This evaluation shall include a discussion between the employee and his/her immediate supervisor for the purpose of determining goals and evaluating progress toward better performance and personal development. A memorandum record of the results of these discussions shall be forwarded to the Chief by the Supervisor on forms prescribed. The supervisor who has been in charge of said employee the greater length of time in the evaluation period shall complete and sign the evaluation form.
- (2) Wherever in the Personnel Rules, reference is made to "satisfactory performance" or "standard performance": this shall be determined by the Chief based on the evaluation form submitted by the supervisor.
- (3) Each employee shall be given a copy of the evaluation form prepared by his/her supervisor regarding his/her progress.
- (4) Every employee evaluation report shall be signed by the employee.

### **Section C. Appeal**

In the event an employee disagrees with the performance evaluation received, the employee may request a meeting with his/her supervisor involved and the next level supervisor. The purpose of that meeting will be to discuss the area(s) of disagreement. The immediate supervisor may, at his/her discretion, revise the original evaluation as a result of such discussion.

### **Section D. Restrictions**

Written memos of oral warnings and written reprimands will cease to have any force and effect and will be removed from the employee's personnel file twenty-four (24) months after the effective date of the last reprimand. All such documents will remain a part of the employee's file until completion of a twenty-four (24) month period without any reprimand.

## **Article XII Holidays**

### Section A. Days

The following twelve (12) paid holidays will be observed by the Unit:

- (1) New Year's Day
- (2) Martin Luther King Jr's Birthday
- (3) Memorial Day
- (4) Juneteenth
- (5) Independence Day
- (6) Labor Day
- (7) Veterans Day
- (8) Thanksgiving Day
- (9) Day After Thanksgiving Day
- (10) An Additional Christmas Holiday
- (11) Christmas Day
- (12) The Employee's Birthday (which may be used on or after the Birthday)

### Section B. Eligibility

All full-time permanent employees, full-time probationary employees and full-time employees on provisional appointments shall be eligible for paid holidays.

### Section C. Holidays Occurring on Weekends

- (1) Non-Shift Employees. Holidays which fall on a Saturday will be observed on the preceding Friday. Holidays which fall on a Sunday will be observed on the following Monday.
- (2) Shift Employees. The above noted holidays shall be observed or recognized on the actual day on which they are nationally observed regardless of the day of the week, i.e., holidays which fall on Saturday will be observed on that day only. (There will be no carryover to Friday or Monday.)
- (3) In the event the employee's birthday falls on one of the other recognized holidays, it will be observed at some later date with the approval of the Police Chief.
- (4) 10-hour Employees: Employees working a ten-hour shift shall be credited with 98-hours of Holiday time compensation, prorated when needed, not to exceed the amount of 8-hours for each holiday remaining in a partial year. This is intended to provide no more than 98-hours of paid holiday time per year to officers working a 10-hour schedule or combination of a ten-hour or eight and one-half hour schedule.

#### Section D. Additional Christmas Holiday

When Christmas falls on Tuesday, Wednesday, Friday or Saturday, in addition to the legal holiday observance, the preceding workday shall also be observed as a holiday. When Christmas falls on Sunday, Monday or Thursday, in addition to the legal holiday observance, the following workday shall be observed as a holiday.

#### Section E. Holidays Occurring During Leaves of Absence

When a holiday occurs during a leave of absence for which an employee receives compensation, i.e., vacation, sick, compensatory, emergency, or injury, holiday pay will be provided on the prescribed holiday.

#### Section F. Holidays for Shift Workers

Employees engaged in shift work who are unable to observe a holiday will be permitted to take equivalent time off within twelve (12) months of the designated holiday.

### **Article XIII Leaves**

#### Section A. Military Service

Military leave will be provided in accordance with applicable state and federal legislation.

#### Section B. Jury Duty, Conferences and Other Meetings

Employees on jury duty will receive their normal pay for regular workdays spent on a jury panel. The employee shall submit the payment received from the court to the City Treasurer's Office, less any amount included for travel allowance or expense reimbursement. Any employee on a jury panel shall return to work for the balance of the day when excused for the day by the court.

Employees may, upon written request, be excused from work to attend various conferences and official meetings regarding City business. Attendance at such meetings will be considered as time on duty, provided the proper advance approval is obtained.

#### Section C. Leaves of Absence

##### (1) Emergency Leave

- (a) In case of death in the "immediate family," a permanent employee may be granted a leave of absence with pay up to seven (7) calendar days by the Police Chief. "Immediate family" is defined as spouse, child or parent.

- (b) In the case of death in the “family,” a permanent employee may be granted a leave of absence with pay up to four (4) calendar days by the Police Chief. “Family” is defined as father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse’s grandparents, and any other relative living in the same household.
- (c) If the situation warrants an extension, the Police Chief may grant up to an additional three (3) calendar days. A written explanation of any such extension must be filed with the City Manager.
- (d) The employee shall notify the Police Chief or his/her designee immediately upon notification of a death in their family. This initial notification does not constitute the beginning of the Emergency Leave. The leave shall be continuous and shall begin within 30 calendar days of death, unless granted written permission from the Chief of Police or his/her designee.

(2) Educational Leave Without Pay

Permanent employees interested in further professional training may, with the consent of the Police Chief and the City Manager, obtain an educational leave. Such leave is without pay. A single leave may not be for more than twelve (12) months.

(3) Leave of Absence Without Pay

The Police Chief, with the approval of the City Manager, may grant leave of absence without pay. A single leave of absence may not be for more than twelve (12) months.

Leaves of absence, except military leave, of over thirty (30) calendar days shall result in an “adjusted start date” for purposes of vacation accrual, longevity payment and adjustment to “anniversary date” for merit salary increases to account for the lost service time.

Section D. Absence Without Leave

If an employee shall, without proper authorization, be absent from duty, whether for part or all of a working day or for a longer period, such absence may be grounds for disciplinary action or discharge. Absence without leave for any three (3) full duty shifts during a contract year may be considered cause for automatic termination of employment.

## **Article XIV Vacation**

### Section A. Eligibility

All permanent full-time employees who have completed twelve (12) months of continuous service shall be eligible for vacation leave upon accrual.

Continuous service shall be terminated by resignation, dismissal, or retirement. If an employee so terminated receives a subsequent reappointment, no credit will be given for the period of service prior to the termination. Continuous service shall not be considered broken if an employee:

- (1) Is on military leave of absence and returns to City employment in accordance with Federal and State Law.
- (2) Is on authorized leave of absence or on a temporary suspension without pay. However, no credit shall be allowed for time for employees suspended or on leave without pay for over thirty (30) consecutive calendar days, and additional time equal to the loss of service must be served to qualify for vacation.
- (3) Is on medical disability retirement as the result of a job-related injury or illness.

### Section B. Accrual

Vacation leave shall be accrued as follows:

- (1) Vacation leave for all permanent, full-time employees with less than seven (7) years of continuous service shall be at the rate of eighty (80) hours for each twelve (12) months of active City service.
- (2) Vacation leave for all permanent, full-time employees who have completed seven (7) years or more of continuous service, but not more than twelve (12) years, shall be at the rate one hundred twenty (120) hours for each twelve (12) months of active City service.
- (3) Vacation leave for all permanent full-time employees who have completed twelve (12) years or more of continuous service, but not more than nineteen (19) years, shall be at the rate of one hundred sixty (160) hours for each twelve (12) months of active City service.
- (4) Vacation leave for all permanent full-time employees who have completed nineteen (19) years or more of continuous service shall be at the rate of two hundred (200) hours for each twelve (12) months of active City service.
- (5) Probationary employees and employees on provisional appointments shall accrue vacation during probationary and provisional periods, but shall be ineligible for such vacation until they become permanent employees and have completed twelve (12) months of service. In the event of their separation prior to their permanent appointment and completion of twelve (12) months of service, they shall be ineligible for terminal vacation.

- (6) However, accrual schedules shall be offset by “adjusted start date” to account for lost service time as outlined in Article XIII, Section C (3) Leaves of Absence Without Pay.

### Section C. Administration

Vacation leave shall be administered as follows:

- (1) All vacation leave and schedules shall be determined and approved by the Police Chief and filed in the prescribed manner with the Human Resources Director. The Police Chief will approve or disapprove such vacation leaves with regard to the department’s operating requirements and responsibilities and, where practicable, with regard to the requests and seniority of the employee. It is expressly understood that the final right to approve or disapprove the vacation period is exclusively reserved by the Police Chief in order to ensure the orderly and efficient performance of services.

Requests for first choice vacation leave shall be submitted no later than November 30<sup>th</sup>; requests for second choice vacation leave shall be submitted no later than December 15<sup>th</sup>.

Any additional day off requests and Special Assignment adjustments, not to include first choice and second choice vacation requests, shall be due December 15<sup>th</sup> and shall be scheduled after all first and second choice vacation requests are scheduled. Requests shall be scheduled by seniority.

Vacation Leave scheduling is defined as continuous days scheduled to include the employees normal scheduled days off should they choose in which time earned as vacation time under this article is accrued and utilized.

- (2) Vacation leave shall be charged as used in amounts of not less than one (1) hour.
- (3) When a holiday occurs during an employee’s assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.
- (4) Vacation must be taken within a twelve (12) month period after the completion of the year in which it is earned unless written authorization extending this period is obtained from the Police Chief and City Manager.
- (5) In the event of a transfer of an individual to a different bureau or section, after the individual’s vacation schedule has already been approved, that vacation schedule will not be changed unless mutually agreed upon. However, if the transfer is at the employee’s request, this provision shall not apply.
- (6) In the event a vacation leave is split, taken at more than one time, the second and third choices shall be determined by the individual’s seniority within the squad or unit.

- (7) When any part of an employee's first choice vacation period is canceled, he/she will be compensated at time and one-half for the period canceled. All vacation time canceled will be used by the employee at a later date.
- (8) Employees hired after 7/1/2020 will have a vacation accrual cap of three times (3x) their annual accrual. Vacation hours will stop accruing once the employee's vacation balance equals the vacation accrual cap. Vacation hours will resume accruing up to the vacation accrual cap once the employee's vacation balance is below the vacation accrual cap. No payment of accrued but unused vacation hours will be paid at separation in excess of the vacation accrual cap.
- (9) Only current accrued and available Vacation, Compensatory, "Dash" and Holiday hours shall be considered for time off when an employee is requesting their vacation choices or additional day off requests.

## **Article XV Sick Leave**

### **Section A. Eligibility**

All permanent full-time employees, full-time probationary employees and full-time employees serving provisional appointments shall be eligible for paid sick leave.

### **Section B. Accrual**

Sick Leave shall be accrued as follows:

- (1) Sick leave shall be accrued for all permanent full-time employees at the rate of one workday for each month of service with no limit to accumulation.
- (2) Sick leave shall be accrued by probationary and provisional appointment employees at the rate prescribed for permanent full-time employees.
- (3) Any employee shall continue to accrue sick leave while on any other compensated (paid) leave.

### **Section C. Usage**

Sick Leave shall be granted under the following circumstances:

- (1) Physical incapacity not incurred in the line of duty.
- (2) Personal illness.

- (3) Medical, dental or optical appointments during work hours only if the employee can establish he/she could not reasonably schedule such appointment during non-work hours.
- (4) Enforced quarantine of the employee in accordance with community health regulations.
- (5) Serious illness of an emergency nature of the immediate family (spouse, child, parent, sibling).

“Emergency nature” generally refers to an unplanned illness, accident or unscheduled doctor’s visit involving an urgent or life-threatening condition. Such emergency is normally considered to cover only one 24-hour period. Thus, a maximum of 8 hours of sick leave could be authorized. However, up to a maximum of 10 calendar days may be approved in cases involving hospitalization for a “serious” or life-threatening condition and up to one full day for outpatient testing which involves “serious” medical conditions.

- (6) The first day an employee’s child becomes ill and must stay home from school or day care.
- (7) A member of the employee’s immediate family is scheduled for outpatient testing involving serious side effects or potentially serious results. The employee may use up to one day (8 hours) of sick leave.
- (8) Employee’s mental health and wellbeing.

#### Section D. Administration

Sick leave shall be administered as follows:

- (1) Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
- (2) Sick leave shall be chargeable only when used on regularly scheduled work days or work periods.
- (3) The Police Chief has the right to verify the reported sickness of any employee and may require a doctor’s certificate for absence due to sickness. The certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence.

In individual cases, if there is a sufficient reason to believe the employee may be abusing the sick leave privilege, the employee shall first be advised by an interview of the reasons of sick leave. If the employee leave pattern continues, a medical certificate will be required for all absences of sick leave and the employee will be advised in writing that all future requests for sick leave must be supported by an acceptable medical certificate. Abuse of sick leave shall be cause for disciplinary action up to and including dismissal.

## Section E. Separation

No payment for unused sick leave credit shall be made upon separation from City employment except in cases of retirement or death of a permanent employee of the City, as prescribed hereinafter. In the event of the employee's retirement, which meets the requirements of the applicable Federal or State Statutes, or his/her death, the employee or his/her beneficiary shall be paid fifty (50) percent of his/her daily salary based on his/her salary rate at the time of his/her retirement or death for each full day of unused sick leave credit the employee has accrued, provided, however, that the maximum unused sick leave to be compensated for at the rate of fifty percent (50%) is limited to 1,500 hours, except that those employees who have a balance of 1,300 or more hours as of July 1, 1981 shall not be affected by the maximum.

## **Article XVI Health and Welfare**

The City shall make reasonable provisions for the safety and health of employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect the employees from injury or illness in conformance with the statutory requirements.

Employees are expected to follow the established City procedures for reporting occupational injuries and illness to their supervisors and the Employee Health Clinic. Authorization from the Employee Health Clinic is required for all outside treatment, except in the event of an emergency. The use of unauthorized medical, prescription and hospital services is not recoverable from the City.

## **Article XVII Training and Career Development**

### Section A. Employee Training

The purpose of this section is to establish policy for employee training and for sending City employees to special outside courses of instruction relating to their employment with the City which does not accrue credit toward a high school diploma or high school equivalency certificate, college degree, law degree, CPA recognition or related educational certification.

- (1) The City will, at its discretion, provide orientation and on-the-job training for each employee. Upon the recommendation of the Chief, and approval of the City Manager, an employee may be sent to outside instructional courses as means of upgrading his/her capabilities as a City employee.
- (2) The criteria for evaluating a request to attend outside instructional courses shall be that the estimated value to the City from the course is commensurate with the total cost including tuition, transportation, meals, lodging, pay and other expenses; that consideration be given to the quality of both the curriculum and the instructors involved so as to be reasonably certain that the course will be practical and usable in City operation; and that in the case

of a prolonged course of instruction, that there will be adequate coverage of the employee's normal duties during his/her absence.

- (3) Employee training to improve work performance of the employee in his/her present position, both by means of in-service instruction and outside instructional courses, may be conducted during or after the employee's working hours.

Training to prepare the employee for promotion shall be on the employee's own time, unless because of shortage of manpower or other circumstances, it is in the City's interest to use work time.

## Section B. Employee Education

The purpose of this section is to establish policy for the academic education of City employees, which will be of benefit to both the employee and the City. This policy pertains to courses attended by City employees which accrue credit toward a high school diploma or high school equivalency certificate, college degree, college graduate degree, law degree, CPA recognition or related educational certification.

- (1) Upon the request of the employee, recommendation of the Chief and approval of the City Manager, a permanent full-time City employee may participate in the Education Tuition Reimbursement Program described hereafter subject to the following requirements.
  - (a) That the course shall directly relate to the employee's current job duties; any course, including outside-the-major electives, required for a degree or certificate in a field either directly related to the employee's current duties, or a field in which the employee would have a reasonable expectation of being promoted to while employed with the City. Such course work must be completed at an officially accredited educational institution.
  - (b) That the employee shall satisfy the necessary prerequisite of the course for which he/she requests tuition reimbursement and shall receive approval of the City Manager prior to enrolling in the course.
  - (c) That participation in the Education Tuition Reimbursement Program shall be solely on the employee's time.
  - (d) Tuition for degree credit awarded for "job or life experience" is not subject to the Tuition Reimbursement Program.
- (2) City employees approved for participation in the Education Tuition Reimbursement Program shall be eligible for reimbursement by the City for one hundred percent (100%) of tuition, books and lab fees for courses offered by accredited education institutions up to a limit of two thousand four hundred dollars (\$2,400) per fiscal year.

Tuition Reimbursement shall be made upon completion of the course with a grade of “C” or better, and upon application to the Chief of Police showing evidence of successful course completion. Employees taking a leave of absence for educational purposes shall not be eligible for participation in the Education Tuition Reimbursement Program.

### Section C. Training on New Processes

Whenever the duties of a position are to be materially changed by the introduction of new machines or processes requiring different skills and knowledge, any permanent or probationary employee affected by the change shall be given a reasonable opportunity to learn to perform the new duties and to qualify for status in any new class of positions required for such work. Any employee who, after a reasonable training period, qualifies for an appointment in a different class and is deemed to possess the specific education and experience requirement for such class shall be appointed thereto with the same status and seniority which he/she last had in the previous class. Employees who do not qualify for such appointments shall be reassigned to other duties appropriate to his/her class or be laid off in accordance with the provision of law and this Agreement regarding layoff.

## **Article XVIII Payroll Deductions**

All employees will receive their wages by means of direct electronic deposit.

Any employee may authorize deductions from his/her pay for the following purposes:

- (1) Credit Union
- (2) Combined Charities Fund
- (3) Any other which may be mutually agreed to.

## **Article XIX Seniority**

Seniority for the purpose of benefit accrual and lay-off procedures is determined by the continuous unbroken service as a permanent full-time employee of the City. In computing seniority, periods of employee suspension and leave of absence without pay (except absences due to disability, Family Medical Leave and Military Leave) in excess of sixty (60) cumulative calendar days per year shall be deducted from the employee’s time of seniority.

Seniority for the purpose of vacation selection, work assignment preferences, etc. shall be determined by the individual employee’s departmental identification number (Ident number).

Officers transferring from an eight (8) hour schedule to a ten (10) hour schedule shall transfer to the opening available. After the completion of that current time keeping year, the officer shall be able to exercise his/her rights as outlined in this article as it applies.

**Article XX**  
**Use of Bulletin Boards**

The City will provide reasonable space, for official Union business, on each bulletin board in each work area of the Unit.

Use of the boards shall be limited to five (5) general types of notices.

- (1) Listing of Union officers and officials
- (2) Union meetings
- (3) Union elections
- (4) Union recreational and social events
- (5) Union educational notices

**Article XXI**  
**Transfer Privileges**

Section A. Patrol Services Bureau Operations Division/Administrative Services Bureau/Research and Development Section/Inspectional Services Bureau, and Homeland Security Bureau.

- (1) When an opening occurs, either by vacation (transfer) or creating a position, the Bureau or Separate Section/Unit Commander involved will allow internal movement within the Bureau Section Unit by utilizing seniority. Once the internal movement has been completed, the Bureau or Separate Section/Unit Commander will post the opening for a period not less than 7 days on all authorized Union bulletin boards with a copy directed to all Supervisory or Commanding Officers responsible for conducting roll call. They are required to read the opening for the position at three successive roll calls. Any officer who wishes to be considered for that position shall submit, in writing, his/her request to his/her Bureau or Separate Section/Unit Commander. The Bureau or Separate Section/Unit Commander will forward all such requests to the Commander of the Bureau or Section/Unit involved if other than his/her own. The requests will be honored by: (1) overall ability to perform the job and (2) seniority.
- (2) If no requests are received by the Bureau or Separate Section/Unit Commander involved by the end of the 7 day posting period, the selection then shall be affected by selecting the officer meeting the required qualifications with the least seniority to fill the vacancy. Officers will only be selected once to fill such vacancies.
- (3) When posting the position opening, the Bureau or Separate Section/Unit Commander involved will specify: (1) Bureau, (2) Section, (3) Watch, Hours, Unit, and Squad, (4) Classification required (Police Officer, Senior Police Officer, or Detective), (5) Any special skills and or training.

## Section B. Seniority Rights

- (1) Routine transfers back to the Patrol Services Bureau, Patrol Section (except for disciplinary reasons) shall be to a shift compatible with the concerned Officer's seniority.
- (2) Transfer requests are limited to the Watch preference or hours of work, not to a particular District or Beat.
- (3) Officers transferred to the Traffic Unit will be assigned to the hours of work which have been listed in your vacancy posting.
- (4) Officers assigned to the Homeland Security Bureau, Detective Bureau, Inspectional Services Bureau or the Administrative Services Bureau may after one year initiate a transfer back to the Patrol Services Bureau, Patrol Section to a shift compatible with the Officer's seniority.

## Section C. Detective Bureau

The Bureau Commander will announce the selection procedure for establishing an eligibility pool from which Officers may be selected for assignment as an investigator within the Bureau. Announcement will be made 30 days prior to the start of the selection process.

Transfers into this Bureau are limited to hours of work and not to a particular job assignment.

## Section D. Vice/Narcotics Section

- (1) Transfers to the Vice/Narcotics Section will be handled in the same manner as specified in Section A, paragraphs (1) one, (2) two, and (3) three.
- (2) Hours of work will vary depending on assignment.
- (3) After an Officer has been assigned to the Vice/Narcotics Section for three (3) years, the Officer may be transferred to the Patrol Services Bureau, Patrol Section to a shift compatible with the Officer's seniority.

## Section E. Exceptions

The Chief of Police may, under reasonable circumstances, cause temporary exceptions to the above procedures. When such temporary exceptions are affected, the Chief shall state the objective to be achieved by the transfer and the approximate time frame within which it will be completed. At the end of the indicated time frame the Chief will review the circumstances.

## Section F. Routine Transfers

Routine transfers may be accomplished in any one of the following manners:

- (a) Officer requests as outlined in Section B (1)
- (b) Legitimate business reasons
- (c) Discipline
- (d) Job assignment was advertised for a specific period of time.

## **Article XXII Uniform and Clothing Provisions**

### Section A. General Provisions

Each officer shall receive all necessary clothing and equipment as listed as those currently prescribed in the present Rules and Regulations.

### Section B. Replacement

Each employee shall receive replacement for those items that have been damaged through performance of duty. Personal property, required to be carried on duty, such as a watch, glasses, etc. shall be replaced or repaired at a reasonable price, not to exceed \$200 as determined by the Police Chief in the event of damage pursuant to police activity and up to current market value toward a service weapon lost in the line of police duty. This replacement is at the discretion and authority of the Police Chief.

### Section C. Plain Clothes Allowance

The City agrees to contribute \$600 per year toward the purchase of plain clothing required by the bargaining unit personnel.

### Section D. Cellular Phone

At the discretion of the Chief of Police, employees who have successfully completed their FTO training program will be assigned an appropriate mobile phone for use in accordance with their daily duties and consistent with department and City policies.

## **Article XXIII Reduction in Force**

Whenever it becomes necessary for the employees of a specific classification to be laid off because of lack of work, lack of funds, or reorganization, procedures provided in Chapter 400 of the Code of Iowa (Civil Service) shall be recognized.

**Article XXIV**  
**No Strike-No Lock Out**

Neither the Union, its officers or agents, nor an employee directly or indirectly, shall induce, instigate, encourage, authorize, ratify, or participate in any strike against the employer.

A strike is defined as an employee's refusal, in concerted action with others, to report to duty, or to be willfully absent from work, or the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for purpose of inducing, influencing, or coercing a change in the conditions, compensation rights, privileges, or obligations of employment.

The employer will not engage in any "lockout" activity of the employees in this Unit during the term of this Agreement.

**Article XXV**  
**Wages**

**Section A. Compensation**

Each employee shall be compensated in accordance with the respective classification title and corresponding salary range as set forth in Appendix "B" for the pay periods beginning June 14, 2021.

**Section B. Within Grade Salary Increases**

After an appointment or promotion, the employee shall be eligible for a pay increase to a rate midway between his/her entrance rate and the next higher step upon the satisfactory completion of six months of continuous service. Then upon the completion of twelve (12) months service, the employee shall be eligible upon proper recommendation, for an additional one-half (1/2) step increase to the next higher rate of pay. The employee shall then be eligible, upon proper recommendation, on that "anniversary date" for annual one (1)-step increases until the top step of assigned pay range is reached. Any salary increase granted in advance of the "anniversary date" shall be termed extra meritorious and shall establish a new "anniversary date."

Such pay adjustments shall be made effective at the beginning of the pay periods during which the required qualified service and other requirements are reached.

**Section C. Transfer Pay**

When an employee is transferred to a position in another class, and the class is assigned to the same pay grade as the employee's former class, he/she shall be entitled to the corresponding step in the grade of the class to which he/she has been transferred.

#### Section D. Promotion Pay

Upon promotion to a classification having a higher pay range, the employee shall receive an increase in pay equal to one (1) step in the salary range or the first (1st) step of the newly assigned range whichever is greater.

#### Section E. Reporting Pay

If an employee reports for work at his/her regular time and place but is sent home by the supervisor because work cannot be performed, such employee shall be paid a minimum of two (2) hours pay at their regular straight time rate.

#### Section F. Recall Pay

When an employee, after completing a regular shift and leaving work, is recalled to work, he/she shall receive a minimum of two (2) hours pay at the regular straight time rate.

#### Section G. Bilingual Pay

Each permanent employee who is recognized as proficient in a foreign language as determined by the Chief, shall receive additional compensation at the rate of eight hundred dollars (\$800) per year to be paid on a pro-rated basis on each regular pay day.

#### Section H. Bomb Squad/Weapons of Mass Destruction Team, Clandestine Lab Team, Dive Team, Metro Star Team

Clandestine Lab Team – Each permanent employee who is assigned by the Chief to the clandestine lab team will receive additional compensation at the rate of one thousand six hundred dollars (\$1,600) per year.

Bomb Squad and Weapons of Mass Destruction – Each permanent employee who is assigned by the Chief to the bomb squad will receive additional compensation at the rate of one thousand six hundred dollars (\$1,600) per year. Additionally, each such employee shall accrue a deferred payment of an additional \$500 per year payable after every five years of service on the bomb squad. A bomb squad member that is transferred by action of the chief and thus unable to complete the required five years to receive the deferred payment, shall receive a pro-rated payment for the number of years completed at the time of the Chief mandated removal from these teams.

Dive Team – Each permanent employee who is assigned by the Chief to the Dive team will receive additional compensation at the rate of one thousand six hundred dollars (\$1,600).

Metro Star, Entry and Marksman Observer Teams – Each permanent employee who is assigned by the Chief to the Metro Star Team will receive additional compensation at the rate of one thousand six hundred dollars (\$1,600).

Compensation pursuant to this Section is not cumulative. An officer may only receive the additional pay for participation on one of these teams.

#### Section I. Court Pay

An employees' appearance on the first day of a scheduled absence shall be compensated at one and one-half times their regular hourly salary for actual time spent in court, or a minimum of two hours at the one and one-half time rate, whichever is greater. The minimum compensation shall be three hours. There will be no maximum amount of court pay compensation.

An employees' appearance on the second or subsequent day off of a scheduled absence shall be compensated at two (2) times the regular hourly salary for actual time spent in court, or a minimum of two hours at the double time rate, whichever is greater. The minimum shall compute to four hours of pay. There will be no maximum amount of court pay compensation.

For employees working a ten hour shift, an employee's appearance on the first day off of a schedule absence shall be compensated at one and one-half time their regular hourly salary for actual time spent in court, or a minimum of two hours at the one and one-half hour time rate, whichever is greater. The minimum compensation shall be three hours. There will be no maximum amount of court pay compensation.

An employee's appearance on their second or subsequent day off shall be compensated at two (2) times the regularly hourly salary for actual time spent in court, or a minimum of two at the double time rate, whichever is greater. The minimum shall compute to four hours of pay. There will be no maximum amount of court pay compensation.

#### Section J. Understudy Compensation

An employee that has been designated as a Primary Understudy and performs as a sergeant on a particular duty shift shall receive one (1) hour added to their "C" time balance. Additionally, each employee who is designated as a Primary Understudy shall receive eight (8) hours of "C" time added to the employee's "C" time balance, paid each December for the preceding year.

#### Section K. Field Training Officer (FTO) Compensation

Full time employees that have been assigned as an FTO and have completed a training period shall receive an additional eight (8) hours of compensatory time added to the employee's "C" time balance at the beginning of the training period and an additional eight (8) hours of compensatory time added to their "C" time balance at the end of the training period. During the training period, such FTO will receive one (1) hour of "C" time added to their "C" time balance for each shift they serve as an FTO.

## Section L. On-Call Compensation

Employees designated by the Chief, to serve on a rotating on-call list, whereby such employee must be reachable by cellular telephone or pager and must be able and in a condition to respond to a call to return to service within a reasonable amount of time as determined by the Chief, shall receive one (1) hour of compensatory time added to the employee's "C" time balance for each day they have the call-out rotation to respond. The On-Call Compensation is received regardless if the employee is returned to duty. Employees cannot receive on-call pay for more than one assignment in any week.

## Section M. Shift Differential

In addition to the established wage rates, the City will pay an hourly premium of forty cents (\$.40) per hour to employees beginning work on or after 2:30 p.m. but before 6:30 a.m. Employees shall not be eligible for a shift differential pursuant to this section as a result of an extension of their regular workday into a shift differential period. Shift differential shall not apply in calculating holiday, vacation, sick leave, or any other benefit.

For employees working a 10-hour shift, in addition to the established wage rates, the City will pay an hourly premium of forty cents (\$.40) per hour to employees beginning work on or after 1:00 p.m. but before 6:00 a.m. Employees shall not be eligible for a shift differential pursuant to this section as a result of an extension of their regular workday into a shift differential period. Shift differential shall not apply in calculating holidays, vacation, sick leave, or any other benefit.

## Section N. Canine Handlers – Compensation and Mileage Reimbursement

1. All K-9 Handlers will receive 45 minutes a day, seven days a week in overtime compensation for care and maintenance of canine.
2. The 45 minutes of overtime is to be computed at time-and-a-half rate (rounded up to the nearest hours) resulting in 8 hours of compensation per week.
3. All K-9 Handlers will work a regularly scheduled work shift.
4. Each Officer may choose a form of compensation, either C-Time, X-Time, or a combination of both.
5. Each Officer will reimburse the City of Des Moines monthly for mileage to and from the City limits as outlined in Policy 7.1 "Use of Personal and City Vehicles."

**Article XXVI  
Longevity Pay**

Permanent employees who have performed satisfactory continuous service for the required number of years shall be eligible to begin receiving longevity pay at the beginning of the payroll period in which the required number of years has been completed.

**Section A. Continuous Service**

Continuous service shall be terminated by resignation, dismissal, or retirement. If an employee so terminated received a subsequent reappointment, no credit will be given for the period of service prior to the termination. Continuous service shall not be considered broken if an employee:

- (1) Is on military leave of absence and returns to City employment in accordance with Federal and State Law.
- (2) Is on authorized leave of absence or on a temporary suspension without pay. However, no credit shall be allowed for time toward the accumulation of a five year period by employees suspended or on leave without pay for over thirty (30) consecutive calendar days, and additional time equal to the loss of service must be served to qualify for longevity.

**Section B. Amount of Payment**

Eligible employees shall receive the following percentage rate applied to their base hourly pay rate upon completion of the required number of years:

Annual Payment

<b>Years</b>	<b>Longevity Rate</b>
<b>After 5</b>	1%
<b>After 9</b>	2%
<b>After 13</b>	3%
<b>After 17</b>	4%
<b>After 21</b>	5%
<b>After 25</b>	6%

Payments shall be made on a pro-rate basis on each regular payday.

**Section C. Limitations**

An employee who is suspended, on leave of absence without pay, or otherwise off the payroll for any period of thirty (30) consecutive calendar days or more shall receive no longevity credit for such period.

**Article XXVII**  
**Deferred Compensation**

An employee shall be eligible to defer salary up to the limits established by the Internal Revenue Service into a City sponsored IRC section 457 deferred compensation plan. The City shall match 100% of the first two and one-half percent (2.5%) of the employee's salary deferral.

**Article XXVIII**  
**Savings Clause**

If any article or section of this Agreement shall be held invalid by operation of law or by a tribunal or competent jurisdiction or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

In the event of a conflict between this Agreement and provisions of Chapter 400 and/or Chapter 411 of the Code of Iowa, the latter shall prevail.

**Article XXIX**  
**Insurance**

The following employee benefit plans shall be provided to full-time permanent employees, subject to the terms and conditions of the respective group contract or plan document of the insurer.

Section A. Life

The City agrees to provide straight term life insurance coverage in an amount equal to one-times (1X) the employee's base straight time annual salary rounded to the next highest thousand.

Section B. Health and Medical

The City of Des Moines will make available health insurance plans as described in Health Plan Exhibit 1 to employees and their dependents.

Effective July 1, 2021, for Option 1, employees selecting either single or family coverage will contribute eleven percent (11.0%) of the applicable premium. For "HMO" option, employees selecting single or family coverage will contribute twelve percent (12.0%) of the applicable premium.

Effective July 1, 2022, for Option 1, employees selecting either single or family coverage will contribute eleven percent (11.0%) of the applicable premium. For "HMO" option, employees selecting single or family coverage will contribute twelve percent (12.0%) of the applicable premium.

Effective July 1, 2023, for Option 1, employees selecting either single or family coverage will contribute eleven percent (11.0%) of the applicable premium. For “HMO” option, employees selecting single or family coverage will contribute thirteen percent (13.0%) of the applicable premium.

Health insurance premium contributions will be made on a pre-tax basis.

#### Section C. Dental

Beginning July 1, 2021, employees selecting either single or family coverage will contribute one dollar (\$1.00) towards the monthly premium.

#### Section D. Surviving Spouse

The health, medical and dental insurance referred to in this article shall continue in effect at City expense for the surviving spouse and dependents of any employee who dies as a result of personal injury sustained in the line of duty and who is the recipient of benefits under the Federal Public Safety Officers’ Benefits Act of 1976, 42 U.S.C. 3796 as presently in effect or as may be amended during the term of this Agreement, subject to the following exceptions:

- (1) The insurance coverage extended by this section shall terminate 30 days after the remarriage of the surviving spouse.
- (2) The insurance coverage shall not be extended to a surviving spouse or to any dependent who already has insurance coverage provided by another employer.

#### Section E. Wellness Incentive

Employees that participate in an annual Wellness program that are enrolled in the City’s health plan will receive a 1% reduction in the monthly premium. The Wellness incentive will include a bio-metric health assessment.

### **Article XXX Complete Agreement and Waiver of Bargaining**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This article is subject to “Savings Clause.”

The parties acknowledge that the intent of this article is not to prejudice the position of either party in presenting arguments of "past practice" in the processing of grievances under the terms of the contract, which expired June 30, 1983.

**Article XXXI  
Duration of Agreement**

The contract duration is for three (3) years beginning July 1, 2021 and ending June 30, 2024.

**Article XXXII  
Appendices**

The following appendices are incorporated and made part of this Agreement.

Appendix A      Unit Classifications and Salary Range Assignments

Appendix B      Salary Schedule effective July 1, 2021 reflecting a three and one-half percent (3.50%) across-the-board wage increase.

Salary Schedule effective July 1, 2022 reflecting a three and one-half percent (3.50%) across-the-board wage increase.

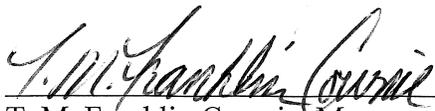
Salary Schedule effective July 1, 2023 reflecting a three and one-half percent (3.50%) across-the-board wage increase.

Appendix C      Definitions

The undersigned hereby approve and concur in this Agreement, this 1<sup>st</sup> day of June, 2021.



Adam Herman, President  
Des Moines Police Bargaining Unit Association



T. M. Franklin Cownie, Mayor

ATTEST:

  
Kay Cmelik, City Clerk

## Appendix A - Unit Classifications and Salary Range Assignments

<u>Code</u>	<u>Classification Title</u>	<u>Range Number</u>
9748	Police Officer	22
9747	Senior Police Officer	23A

## Appendix B – Salary Grades

				June 14, 2021 – June 12, 2022			June 13, 2022 – June 25, 2023		
Sal Plan	Range	Step	Munis Ref	Hourly Rate	Biweekly Rate	Annual Rate	Hourly Rate	Biweekly Rate	Annual Rate
POL	22	10	1	33.93	2,714	70,574	35.12	2,810	73,050
		15	2	35.14	2,811	73,091	36.37	2,910	75,650
		20	3	36.35	2,908	75,608	37.62	3,010	78,250
		25	4	37.20	2,976	77,376	38.50	3,080	80,080
		30	5	38.06	3,045	79,165	39.39	3,151	81,931
		35	6	38.96	3,117	81,037	40.32	3,226	83,866
		40	7	39.88	3,190	82,950	41.28	3,302	85,862
		45	8	40.80	3,264	84,864	42.23	3,378	87,838
		50	9	41.72	3,338	86,778	43.18	3,454	89,814
POL	23A	10	1	36.83	2,946	76,606	38.12	3,050	79,290
		15	2	37.71	3,017	78,437	39.03	3,122	81,182
		20	3	38.61	3,089	80,309	39.96	3,197	83,117
		25	4	39.52	3,162	82,202	40.90	3,272	85,072
		30	5	40.43	3,234	84,094	41.85	3,348	87,048
		35	6	41.39	3,311	86,091	42.84	3,427	89,107
		40	7	42.34	3,387	88,067	43.82	3,506	91,146
		45	8	43.26	3,461	89,981	44.77	3,582	93,122
		50	9	44.17	3,534	91,874	45.72	3,658	95,098

				June 26, 2023 – June 23, 2024		
Sal Plan	Range	Step	Munis Ref	Hourly Rate	Biweekly Rate	Annual Rate
POL	22	10	1	36.35	2,908	75,608
		15	2	37.64	3,011	78,291
		20	3	38.94	3,115	80,995
		25	4	39.85	3,188	82,888
		30	5	40.77	3,262	84,802
		35	6	41.73	3,338	86,798
		40	7	42.72	3,418	88,858
		45	8	43.71	3,497	90,917
		50	9	44.69	3,575	92,955
POL	23A	10	1	39.45	3,156	82,056
		15	2	40.40	3,232	84,032
		20	3	41.36	3,309	86,029
		25	4	42.33	3,386	88,046
		30	5	43.31	3,465	90,085
		35	6	44.34	3,547	92,227
		40	7	45.35	3,628	94,328
		45	8	46.34	3,707	96,387
		50	9	47.32	3,786	98,426

## Appendix C - Definitions

The following words and/or phrases used in this Agreement are defined as follows:

**Demotion** - The movement of an employee to either a class having a lower pay grade or to a lower step in his existing pay grade.

**Employee** - A person legally holding a position in the City service.

**Grievance** - A dispute as to the application or interpretation of any part or clause of this Agreement filed and signed by the employee(s) involved.

**Permanent Full-Time Employee** - An employee who has completed his designated probationary period and who occupies a permanent full-time position.

**Permanent Full-Time Position** - A group of duties and responsibilities requiring the full-time employment of one person of forty or more hours per week on a regular schedule throughout the year, except that the appointing authority may appoint employees to positions specifically designated as 2000 or 2040 hour-per-year positions, which positions shall be considered permanent full-time positions.

**Probationary Employee** - A newly appointed employee who has not completed his/her designated probationary period for the position he/she occupies. During such period he/she may be separated from the City service without recourse to appeal.

**Probationary Period** - A trial period considered as an integral part of the induction process during which a new employee is required to demonstrate his/her fitness for the position prior to receiving a permanent appointment.

**Promotion** - Any movement of an employee from a position in one class to a position in another class having a higher maximum salary rate.

**Temporary Employee (Casual)** - An employee who occupies a temporary or seasonal position.

**Temporary Position** - A group of duties and responsibilities requiring the temporary or seasonal employment of one person on either a full or part-time basis.

**Termination** - A complete separation from City employment resulting from discharge, resignation, retirement or death.

**Transfer** - The movement of an employee from one department or division to another within the same class.

# Exhibit 1

## City of Des Moines Health Plan Options Effective July 1, 2018

	Option 1	HMO
Deductible	\$250/\$500	None
Out-of-Pocket Maximum	\$750/\$1,500	\$500/\$1,000
Coinsurance		
In-network	90/10	NA
Out-of-network	70/30	NA
Office Visit Co-pay		
Level 1	\$10	\$5
Level 2	\$10	\$5
Emergency Room Co-pay	\$50	\$25
Prescription Drug Co-pay		
Generic	\$5	25% or \$5, whichever is greater
Brand formulary	\$15	25% or \$5, whichever is greater
Brand non-formulary	\$15	25% or \$5, whichever is greater

### Dental Expense Coverage

	Deductible	Benefit Percent
Routine Oral Examinations	\$0	100%
Restorative Oral Surgery & Prosthetics	\$25	80%
Major Oral Surgery & Prosthetics	\$25	50%
Orthodontia	\$25	50%
Calendar year maximum benefit	\$1,250	

# **Exhibit 2**

## **Bid Form**



Des Moines Police Department  
Patrol Services  
(insert year) Shift Bid Form

Name: \_\_\_\_\_

Ident # \_\_\_\_\_

Contact Phone Numbers:

1. \_\_\_\_\_

2. \_\_\_\_\_

	First Choice	Second Choice	Third Choice
Watch	_____	_____	_____
Rotation	_____	_____	_____
Squad	_____	_____	_____

Signature \_\_\_\_\_ Date \_\_\_\_\_

Return to Headquarters Sergeant NLT than (Insert date)